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10 Attorneys for Plaintiff
EXTREME REACH, INC.

11
12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

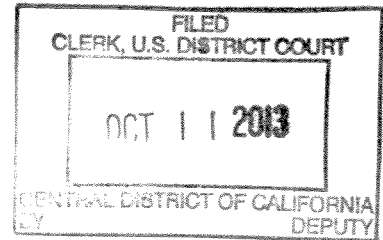
14 EXTREME REACH, INC.

15 Plaintiff,

16 v.

17 SPOTGENIE PARTNERS, LLC,
18 ROBERT PORTER, GREGORY
19 STIRLING, and DOUGLAS
WILLIAMSON,

20 Defendants.
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Case No. **CV13-7563 CDM-JCG**

**COMPLAINT OF EXTREME
REACH, INC. FOR:**

- (1) MISAPPROPRIATION OF
TRADE SECRETS**
- (2) BREACH OF CONTRACT -
NON-DISCLOSURE AGREEMENTS**
- (3) TORTIOUS INTERFERENCE
WITH CONTRACT - NON-
DISCLOSURE AGREEMENTS**
- (4) TORTIOUS INTERFERENCE
WITH CONTRACT AND
PROSPECTIVE ECONOMIC
ADVANTAGE - CUSTOMER
RELATIONSHIPS**
- (5) UNFAIR COMPETITION
DEMAND FOR JURY TRIAL**

Complaint Filed: October 11, 2013.

1 For its Complaint, Plaintiff Extreme Reach, Inc. ("Extreme Reach") states
2 and alleges as follows:

3 **INTRODUCTION**

4 1. Defendants SpotGenie Partners, LLC. ("SpotGenie"), Robert
5 Porter ("Porter"), Gregory Stirling ("Stirling"), and Douglas Williamson
6 ("Williamson") all simultaneously resigned from their employment with Extreme
7 Reach, without prior notice, after they all spent the last week of their employment
8 downloading valuable and confidential information from Extreme Reach's
9 Customer List in a brazen, orchestrated scheme to steal Extreme Reach's trade
10 secrets and proprietary information for use in SpotGenie's directly competing
11 business. Extreme Reach seeks to secure the return of all of Extreme Reach's trade
12 secrets and proprietary materials in Defendants' possession and to enjoin
13 Defendants from obtaining any commercial advantage or unjust enrichment from
14 their misappropriation of Extreme Reach's trade secret or proprietary information.
15 Extreme Reach also seeks compensatory and punitive damages from Defendants for
16 their wrongful conduct.

17 **THE PARTIES**

18 2. Plaintiff Extreme Reach is a Delaware corporation, with its
19 headquarters located in Needham, Massachusetts. Extreme Reach is qualified to do
20 business in California.

21 3. On information and belief, defendant SpotGenie is incorporated
22 in Georgia, with its headquarters located in Atlanta, Georgia. On information and
23 belief, Extreme Reach alleges that SpotGenie does business in California.

24 4. On information and belief, defendant Williamson is a resident of
25 the County of Los Angeles and a current employee of SpotGenie. Williamson is a
26 former employee of Extreme Reach who worked for Extreme Reach in Los
27 Angeles.
28

1 5. On information and belief, defendant Porter is a resident of the
2 County of Los Angeles and a current employee of SpotGenie. Porter is a former
3 employee of Extreme Reach who worked for Extreme Reach in Los Angeles.

4 6. On information and belief, defendant Stirling is a resident of the
5 County of Los Angeles and a current employee of SpotGenie. Stirling is a former
6 employee of Extreme Reach who worked for Extreme Reach in Los Angeles.

7 **JURISDICTION AND VENUE**

8 7. The Court has subject matter jurisdiction over Extreme Reach's
9 claims under 28 U.S.C. § 1332. Plaintiff Extreme Reach is a citizen of
10 Massachusetts, Defendant SpotGenie is a citizen of Georgia, Defendants Porter,
11 Williamson, and Stirling are citizens of California. The amount in controversy
12 exceeds \$75,000.

13 8. Venue is proper in this Court under 28 U.S.C. § 1391(a) because
14 a substantial part of the events that gave rise to Extreme Reach's claims took place
15 within the District, Defendants' tortious conduct was directed at this District, and
16 because Extreme Reach was injured by Defendants' tortious conduct committed in
17 this District.

18 **GENERAL ALLEGATIONS**

19 **Extreme Reach's Business**

20 9. Extreme Reach is a digital distributor of video and audio
21 advertising. Headquartered in Needham, Massachusetts, Extreme Reach has
22 numerous offices throughout the country, including New York, Chicago, Burbank,
23 San Francisco, Dallas, Detroit, Louisville, and Seattle. Within the United States,
24 Extreme Reach's business is divided into three regions: the West Region, the
25 Central Region, and the East Region.

26 10. Extreme Reach's role in the advertising industry is to deliver
27 advertisements to broadcasters (including cable head-ends and networks) that air
28 the advertisements.

1 11. Extreme Reach has devoted years, and made a substantial
2 financial investment, developing relationships with over 3,000 customers:
3 companies who advertise their products and services in a variety of markets and
4 who rely on Extreme Reach to deliver their advertisements to broadcasters.
5 Extreme Reach's customers include Fortune 50 companies that produce
6 advertisements for nation-wide distribution with local variations for each market,
7 regional and local companies that produce advertisements intended for more
8 targeted audiences, and ad agencies.

9 **Defendants Are Former Extreme Reach Employees And**
10 **The Direct Competitor Of Extreme Reach That Hired Them**

11 12. Williamson, Porter, and Stirling were employed by Extreme
12 Reach as Sales Managers in the West Region (the "Sales Manager Defendants").
13 The three Sales Manager Defendants were the entire television sales force in Los
14 Angeles and, along with one other individual, made up the entire team of sales
15 Managers in the West Region.

16 13. Extreme Reach's Sales Managers are responsible for
17 increasing revenue through implementation of sales and customer service strategies,
18 pitching new services to existing customers, and identifying, researching, and
19 contacting potential customers.

20 14. On or about March 9, 2012, Extreme Reach provided
21 Williamson with an offer letter (the "Williamson Offer Letter") offering him
22 employment with Extreme Reach in the position of Regional Sales Manager
23 commencing on March 26, 2012. Williamson signed the Williamson Offer Letter
24 on March 9, 2012, agreeing that "[d]uring [his] employment with the Company, [he
25 would] be required to follow all of the Company's internal policies and to conduct
26 [his] business activities at all times in accordance with the highest legal, ethical and
27 professional standards."
28

1 15. By signing the Williamson Offer Letter, Williamson also
2 agreed that, were he to “gain access to certain non-public information relating to the
3 Company’s business,” that he would “keep such information in confidence, except
4 as necessary to serve the Company’s legitimate purposes, and [he] further agree[d]
5 that upon [his] termination from the Company, [he would] return to the Company
6 all documentation, correspondence and all other data of the Company then in [his]
7 possession and all copies thereof.”

8 16. On March 10, 2012, Williamson signed an “Employee
9 Invention, Non-Disclosure, and Non-Solicitation Agreement” (the “Williamson
10 NDA”) wherein Williamson acknowledged that his “relationship with the Company
11 is one of high trust and confidence by reason of [his] access to and contact with the
12 trade secrets and confidential and proprietary information of the Company and of
13 others through the Company.” In the Williamson NDA, Williamson agreed that he
14 would “not at any time, either during [his] employment with the Company or
15 thereafter, disclose to others, or use for [his] own benefit or the benefit of others,
16 any of the Developments or any confidential, proprietary or secret information
17 owned, possessed or used by the Company.” Williamson also expressly
18 acknowledged that “Proprietary information includes . . . customer and supplier
19 lists.”

20 17. In signing the Williamson NDA, Williamson additionally
21 agreed that he would “not recruit or otherwise solicit or induce any employees of
22 the Company, to terminate their employment with, or otherwise cease their
23 relationships with, the Company or any of its subsidiaries during [his] employment
24 with the Company and for a period of 12 full months thereafter.”

25 18. On June 2, 2011, Extreme Reach offered Stirling
26 employment with Extreme Reach in the position of Sales Manager in the West
27 Region commencing on or about June 20, 2011.
28

1 19. On June 3, 2011, Stirling signed an “Employee Invention,
2 Non-Disclosure, and Non-Solicitation Agreement” (the “Stirling NDA”) wherein
3 Stirling acknowledged that his “relationship with the Company is one of high trust
4 and confidence by reason of [his] access to and contact with the trade secrets and
5 confidential and proprietary information of the Company and of others through the
6 Company.” Stirling agreed that he would “not at any time, either during [his]
7 employment with the Company or thereafter, disclose to others, or use for [his] own
8 benefit or the benefit of others, any of the Developments or any confidential,
9 proprietary or secret information owned, possessed or used by the Company.”
10 Stirling further expressly acknowledged that “Proprietary information includes . . .
11 customer and supplier lists.”

12 20. In signing the Stirling NDA, Stirling additionally agreed that
13 he would “not recruit or otherwise solicit or induce any employees of the Company,
14 to terminate their employment with, or otherwise cease their relationships with, the
15 Company or any of its subsidiaries during [his] employment with the Company and
16 for a period of 12 full months thereafter.”

17 21. On or about February 21, 2013, Extreme Reach provided
18 Porter with an offer letter (the “Porter Offer Letter”) offering him a position as a
19 Sales Manager in the West Region commencing on or about February 28, 2013.
20 Porter signed the Porter Offer Letter on February 21, 2013, agreeing that “[d]uring
21 [his] employment with the Company, [he would] be required to follow all of the
22 Company’s internal policies and to conduct [his] business activities at all times in
23 accordance with the highest legal, ethical and professional standards.”

24 22. By signing the Porter Offer Letter, Porter also agreed that,
25 were he to “gain access to certain non-public information relating to the Company’s
26 business,” he would “keep such information in confidence, except as necessary to
27 serve the Company’s legitimate purposes, and [he] further agree[d] that upon [his]
28 termination from the Company, [he would] return to the Company all

1 documentation, correspondence and all other data of the Company then in [his]
2 possession and all copies thereof.”

3 23. On February 21, 2013, Porter signed an “Employee
4 Invention, Non-Disclosure, and Non-Solicitation Agreement” (the “Porter NDA”)
5 wherein Porter acknowledged that his “relationship with the Company is one of
6 high trust and confidence by reason of [his] access to and contact with the trade
7 secrets and confidential and proprietary information of the Company and of others
8 through the Company.” Porter agreed that he would “not at any time, either during
9 [his] employment with the Company or thereafter, disclose to others, or use for
10 [his] own benefit or the benefit of others, any of the Developments or any
11 confidential, proprietary or secret information owned, possessed or used by the
12 Company.” Porter further expressly acknowledged that “Proprietary information
13 includes . . . customer and supplier lists.”

14 24. In signing the Porter NDA, Porter additionally agreed that he
15 would “not recruit or otherwise solicit or induce any employees of the Company, to
16 terminate their employment with, or otherwise cease their relationships with, the
17 Company or any of its subsidiaries during [his] employment with the Company and
18 for a period of 12 full months thereafter.”

19 25. Based on information and belief, immediately before coming
20 to work for Extreme Reach, Porter worked as the Vice President of Sales, Western
21 Region for SpotGenie, a direct competitor of Extreme Reach.

22 26. In order to avoid any misuse of former employer
23 information, Extreme Reach requires all new hires (including Williamson, Porter,
24 and Stirling) to sign “Pre & Post-Employment Rules Regarding Compliance With
25 Obligations To Former Employers” (“Former Employer Obligations”) wherein each
26 employee agrees that, “[i]n performing [his] duties on behalf of Extreme Reach,
27 [he] must not use or disclose to anyone any trade secrets, confidential business or
28 technical information, or know-how not generally known to the public

1 (“Confidential Information”) that [he] learned in the course of [his] employment,
2 consultancy, or contractor relationship with any previous person, entity, or third
3 party.”

4 **The Sales Manager Defendants’ Sudden Departure And**
5 **Premeditated Theft Of Extreme Reach’s Confidential Information**

6 27. On the morning of September 26, 2013, Williamson, Stirling,
7 and Porter each resigned from their employment with Extreme Reach, leaving only
8 one Sales Manager for the entire West Region.

9 28. As Stirling and Williamson explained in their resignation
10 letters, their resignations would necessarily be effective immediately, as they were
11 going to work for a direct competitor of Extreme Reach. Porter likewise resigned
12 effective immediately, though he claimed he was not going to work for a
13 competitor.

14 29. On information and belief, upon their resignation from
15 Extreme Reach, all three Sales Manager Defendants immediately began working
16 for SpotGenie.

17 30. Amongst other security measures, to protect Extreme
18 Reach’s confidential and proprietary information, in order to access the Company’s
19 customer lists and other information, an individual must enter a login name and
20 password.

21 31. Following their sudden departures, Extreme Reach reviewed
22 the computer logs showing the Sales Manager Defendants’ activities based on their
23 login name and password in the days leading up to their resignations.

24 32. What Extreme Reach discovered was alarming: in the five
25 days prior to their resignation, all three Sales Manager Defendants had downloaded
26 and viewed numerous customer reports that had no relationship to the duties they
27 were then performing in their positions as Sales Managers.
28

1 33. On or about September 24, 2013, Williamson accessed rates
2 and contact information for one Extreme Reach customer, as well as account profile
3 information for another customer. Significantly, neither customer was assigned to
4 Williamson, and he had no legitimate reason to access such information regarding
5 those customers in the performance of his duties for Extreme Reach, especially
6 when he resigned (effective immediately) two days later.

7 34. On or about September 25, 2013, the day before he resigned,
8 Williamson also generated a broader Year-to-Date Revenue Report for Extreme
9 Reach's customers, as well as the contact information and billing rates for one
10 specific customer. There was no legitimate reason for Williamson to access or use
11 this information in connection with any duties he was performing for Extreme
12 Reach, especially when he resigned (effective immediately) the following day.

13 35. On or about September 25, 2013, the day before he resigned,
14 Stirling generated a report detailing all of Extreme Reach's sales in 2012, a
15 Complete Sales Prospect Report, a 2013 detailed sales report for all regions and
16 sales representatives, and two detailed monthly revenue reports for all of the clients
17 he managed. That same day, while logged into Extreme Reach's computer
18 network, Stirling used his Extreme Reach e-mail account to forward all of those
19 reports to his personal Yahoo! account. There was no legitimate reason for Stirling
20 to access this information in connection with any duties he was performing for
21 Extreme Reach, especially when he resigned (effective immediately) the following
22 day.

23 36. Later in the evening, Stirling also remotely accessed account
24 profile information for 30 of Extreme Reach's customers, and rate information for
25 five of Extreme Reach's customers. There was no legitimate reason for Stirling to
26 access this information in connection with any duties he was performing for
27 Extreme Reach, especially when he resigned (effective immediately) the following
28 day.

1 37. Forensic analysis on Porter's computer showed that on or
2 about September 21, 2013, he generated a Year-to-Date Revenue Report on
3 Extreme Reach's customers, and on or about September 22, 2013, he accessed
4 profile information on 69 of Extreme Reach's customers and downloaded the rate
5 card for one particular customer that was not assigned to him. There was no
6 legitimate reason for Porter to access this information in connection with any duties
7 he was performing for Extreme Reach.

8 38. Between September 22, 2013, and September 24, 2013,
9 Porter accessed rate and billing data for 370 Extreme Reach customers. There was
10 no legitimate reason for Porter to access this information in connection with any
11 duties he was performing for Extreme Reach.

12 39. On or about September 25, 2013, Porter also generated and
13 downloaded a list of approximately five thousand of Extreme Reach's broadcasters.
14 There was no legitimate reason for Porter to access this information in connection
15 with any duties he was performing for Extreme Reach.

16 40. By way of comparison, Extreme Reach analyzed the
17 frequency that all of its sales managers nationwide were accessing customer data
18 over the 30 days immediately prior to the resignation of the three Sales Manager
19 Defendants. Porter accessed both the customer rate cards, as well as customer
20 profile information at a rate significantly higher than any other Sales Manager at
21 Extreme Reach.

22 41. Specifically, Porter accessed the billing rates of clients
23 almost 400 times in the 30 days prior to his resignation, while the next highest
24 access by a Sales Manager was just over 150 times and the average amount of times
25 that the other sales managers (excluding the Sales Manager Defendants) accessed
26 the billing of rates of clients was just over 64 times.

27

28

1 42. Similarly, Porter accessed customer profile information over
2 900 times in the 30 days prior to his resignation, while the next highest access by a
3 Sales Manager was just over 200 times.

4 43. On information and belief, there was no legitimate reason for
5 Porter to be accessing customer profile information and billing rates at a rate so
6 substantially higher than his peers, particularly given that his sales levels were so
7 substantially lower than his peers.

8 44. Extreme Reach's customer and revenue data would
9 potentially be valuable to a competitor like SpotGenie by allowing the competitor
10 to undercut Extreme Reach's prices and offer services at a rate known to be lower
11 than Extreme Reach. And that is exactly what SpotGenie did.

12 45. Almost immediately after the Sales Manager Defendants
13 resigned, one of Extreme Reach's long-time customers contacted Extreme Reach
14 and requested a negotiation on Extreme Reach's pricing. A few days later, the
15 customer informed Extreme Reach that it wished to negotiate pricing because it had
16 received an unsolicited offer from SpotGenie to perform additional services at a
17 lower price.

18 46. On information and belief, SpotGenie would not have known
19 to approach Extreme Reach's long-time customer without information having been
20 misappropriated by the Sales Managers.

21 47. On information and belief, utilizing confidential and
22 proprietary information stolen from Extreme Reach, SpotGenie and the Sales
23 Managers have unlawfully contacted other Extreme Reach customers to offer its
24 services at a price Defendants know to be lower than Extreme Reach as a result of
25 their unlawful misappropriation of Extreme Reach's confidential and proprietary
26 information.

27 48. On information and belief, with respect to each and every
28 allegation set forth in Paragraphs 1-47, inclusive, Defendants and each of them

1 conspired and agreed to undertake the above-described acts in furtherance of their
 2 conspiracy, with knowledge of the nature and goals of the conspiracy and its
 3 unlawful purpose.

4 **FIRST CAUSE OF ACTION**

5 **MISAPPROPRIATION OF TRADE SECRETS**

6 **Against All Defendants**

7 (California Civil Code §§ 3426 *et seq.*)

8 49. Extreme Reach realleges each and every allegation set forth
 9 in Paragraphs 1 through 48, inclusive, and incorporates them herein by reference.

10 50. Extreme Reach's trade secret and confidential, proprietary
 11 materials include documents and information that derive independent economic
 12 value from not being generally known to the public or to other persons who can
 13 obtain economic value from their disclosure or use, including but not limited to
 14 customer information. These materials and information are the subject of
 15 reasonable efforts by Extreme Reach to maintain their secrecy. The documents and
 16 information constitute "trade secrets" under California Civil Code Section 3426.1.

17 51. In violation of California's Uniform Trade Secrets Act,
 18 Defendants willfully and maliciously misappropriated Extreme Reach's trade
 19 secrets through improper means by stealing records from Extreme Reach's
 20 Customer List and other computerized databases.

21 52. On information and belief, Defendant Stirling willfully and
 22 maliciously misappropriated Extreme Reach's trade secrets by stealing records
 23 from Extreme Reach, including but not limited to a 2012 Sales Report, a Complete
 24 Sales Prospect Report, a 2013 detailed sales report for all regions and sales
 25 representatives, two detailed monthly revenue reports for all clients he managed
 26 while employed by Extreme Reach, account profile information for 30 of Extreme
 27 Reach's customers, and rate information for five customers in Extreme Reach's
 28 system.

1 53. On information and belief, Defendant Porter willfully and
2 maliciously misappropriated Extreme Reach's trade secrets by stealing records
3 from Extreme Reach, including but not limited to a Year-To-Date Revenue Report
4 on Extreme Reach's customers, account profile information on 69 Extreme Reach
5 customers, a Rate Card for a specific customer that was not assigned to Defendant
6 Porter, rate and billing data for 370 Extreme Reach customers, and a listing of
7 approximately 5,000 of Extreme Reach's broadcasters with configuration details.

8 54. On information and belief, Defendant Williamson willfully
9 and maliciously misappropriated Extreme Reach's trade secrets by stealing records
10 from Extreme Reach, including but not limited to a complete Year-to-Date
11 Customer Revenue Report, as well as billing records for several of Extreme
12 Reach's customers who were not assigned to Defendant Williamson.

13 55. On information and belief, Defendant SpotGenie has
14 accessed, received, stored, and/or utilized the information stolen by the Sales
15 Manager Defendants for its own benefit.

16 56. By reason of the above-alleged acts and conduct of
17 Defendants, Extreme Reach has been damaged, and it will suffer great and
18 irreparable harm and damage. The amount of this irreparable harm will be difficult
19 to ascertain, and Extreme Reach will be without an adequate remedy at law.

20 57. Extreme Reach is entitled to preliminary and permanent
21 injunctive relief restraining Defendants, their officers, agents, employees, and all
22 persons acting in concert with them, from using or disclosing Extreme Reach's
23 trade secrets and restraining Defendants from obtaining any benefits from their
24 wrongful use of Extreme Reach's trade secrets.

25 58. Extreme Reach is further entitled to an order requiring
26 Defendants, their employers, agents, employees, and all persons acting in concert
27 with them, to return to Extreme Reach any and all of its trade secrets and
28 confidential, proprietary materials, including but not limited to any and all materials

1 consisting of, incorporating, referencing, or derived from Extreme Reach's trade
2 secrets and confidential, proprietary information.

3 59. Extreme Reach is further entitled to recover from Defendants
4 for the actual damages sustained by Extreme Reach as a result of Defendants'
5 wrongful acts described in this complaint. The amount of such damages cannot be
6 determined precisely at this time. Defendants' acts of misappropriation were both
7 willful and malicious, and Extreme Reach is entitled to an award of punitive
8 damages and attorney fees against Defendants. Extreme Reach is further entitled to
9 recover from Defendants the gains, profits, advantages, and unjust enrichment that
10 they have obtained as a result of their wrongful acts as described herein. Extreme
11 Reach is at present unable to ascertain the full extent of these gains, profits,
12 advantages and unjust enrichment.

13 **SECOND CAUSE OF ACTION**

14 **BREACH OF CONTRACT - NON-DISCLOSURE AGREEMENTS**

15 **Against the Sales Manager Defendants**

16 60. Extreme Reach realleges each and every allegation set forth
17 in Paragraphs 1 through 59, inclusive, and incorporates them herein by reference.

18 61. When hired by Extreme Reach, each of the Sales Manager
19 Defendants executed a Non-Disclosure Agreement and signed an offer letter that
20 contained the general terms and conditions of their employment with Extreme
21 Reach.

22 62. Extreme Reach has performed all conditions, covenants, and
23 promises required to be performed by it with respect to the Sales Manager
24 Defendants' Non-Disclosure Agreements and offer letters, except for those
25 conditions, covenants, and promises that have been excused by reason Sales
26 Manager the Sales Manager Defendants' breaches alleged herein.

27 63. Extreme Reach is informed and believes, and on that basis
28 alleges, that each Sales Manager Defendant has breached his contractual obligations

1 to Extreme Reach and has breached the Non-Disclosure Agreement and respective
 2 offer letters by, *inter alia*, improperly removing from Extreme Reach's business
 3 premises and misusing, or conspiring and preparing to remove and misuse,
 4 materials constituting Extreme Reach's trade secrets and other confidential,
 5 proprietary information, including but not limited to information contained in
 6 Extreme Reach's Customer List.

7 64. Additionally, on information and belief, one or more of the
 8 Sales Manager Defendants unlawfully solicited one or more of the other Sales
 9 Manager Defendants to terminate their employment with Extreme Reach in
 10 violation of the Non-Solicitation provision of the Sales Manager Defendants' Non-
 11 Disclosure Agreements.

12 65. As a direct and proximate result of the Sales Manager
 13 Defendants' breaches of their Non-Disclosure Agreements, Extreme Reach has
 14 been damaged in a sum according to proof at the time of trial.

15 66. Unless and until the Defendants are restrained from the
 16 actions described herein, Extreme Reach will continue to suffer great and
 17 irreparable harm for which money damages would be an inadequate remedy.
 18 Extreme Reach is therefore entitled to a preliminary and permanent injunction
 19 enjoining the Sales Manager Defendants from further violations of their respective
 20 Non-Disclosure Agreements and offer letters.

21 **THIRD CAUSE OF ACTION**

22 **TORTIOUS INTERFERENCE WITH CONTRACT - NON-DISCLOSURE** 23 **AGREEMENTS**

24 **Against All Defendants**

25 67. Extreme Reach realleges each and every allegation set forth
 26 in Paragraphs 1 through 66, inclusive, and incorporates them herein by reference.

27 68. Extreme Reach is party to valid, binding agreements
 28 containing confidentiality and non-disclosure covenants that it entered into with the

1 Sales Manager Defendants. Each of the Defendants had knowledge of each of the
 2 obligations of each other defendant under each of the agreements by virtue of the
 3 knowledge of their own similar obligations, by virtue of their former employment
 4 with Extreme Reach, by virtue of their affiliation with SpotGenie, and/or by being
 5 informed of those obligations by the Defendants or others.

6 69. Each of the Defendants intentionally induced breaches of
 7 each of the foregoing agreements between Extreme Reach and each other
 8 Defendant.

9 70. Each of the Defendants acted maliciously and with ill will to
 10 secure the breach of the foregoing agreements.

11 71. As a direct and proximate result of each of the Defendants'
 12 wrongful, unjustified, and intentional acts, each of the Sales Manager Defendants
 13 has breached their respective agreements with Extreme Reach.

14 72. As a direct and proximate result of each of the Defendants'
 15 tortious interference with Extreme Reach's agreements, Extreme Reach has been
 16 damaged, and is entitled to recover damages, in an amount to be proven at trial.
 17 Because the actions of each of the Defendants were both willful and malicious,
 18 Extreme Reach is further entitled to an award of punitive damages against each of
 19 the Defendants.

20 **FOURTH CAUSE OF ACTION**
 21 **TORTIOUS INTERFERENCE WITH CONTRACT AND PROSPECTIVE**
 22 **ECONOMIC ADVANTAGE – CUSTOMER RELATIONSHIPS**

23 **Against All Defendants**

24 73. Extreme Reach realleges each and every allegation set forth
 25 in Paragraphs 1 through 72, inclusive, and incorporates them herein by reference.

26 74. Extreme Reach has contracts and economic relationships
 27 with its customers. These contracts and relationships are of economic benefit to
 28

1 Extreme Reach and contain the probability of future economic benefits to Extreme
2 Reach.

3 75. Defendants had knowledge of Extreme Reach's contracts and
4 economic relationships with these customers and intentionally, willfully and
5 maliciously interfered with these contracts and economic relationships by
6 misappropriating and unlawfully disclosing Extreme Reach's confidential and
7 proprietary information and by using this information, or enabling it to be used, to
8 solicit Extreme Reach's customers. To the extent these contracts and economic
9 relationships were terminable at will by the customers, Defendants' interference
10 with them was independently wrongful.

11 76. Defendants intended to disrupt, and did disrupt, Extreme
12 Reach's contract and economic relationships with these customers.

13 77. As a direct and proximate result of the wrongful, unjustified,
14 and intentional conduct of Defendants, Extreme Reach has been damaged. Extreme
15 Reach is entitled to recover damages from Defendants in an amount to be proven at
16 trial. Because the actions of Defendants were both willful and malicious, Extreme
17 Reach is also entitled to an award of punitive damages against Defendants.

18 78. The acts of Defendants threaten to disrupt and interfere with
19 Extreme Reach's relationships with its customers and cause great and irreparable
20 injury for which there is no adequate remedy at law. Extreme Reach is, therefore,
21 further entitled to injunctive relief against Defendants.

22 **FIFTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **Against All Defendants**

25 (California Business and Professions Code §§ 17200 *et seq.*)

26 79. Extreme Reach realleges each and every allegation set forth
27 in Paragraphs 1 through 78, inclusive, and incorporates them herein by reference.

28 80. By the acts alleged in the preceding paragraphs, Defendants

1 have committed business acts and practices that are unlawful and unfair in violation
2 of California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200-
3 09.

4 81. Defendants' business acts and practices are unlawful and
5 violate the UCL because Defendants unlawfully misappropriated and converted
6 Extreme Reach's trade secrets and confidential and proprietary information,
7 breached and induced breaches of Extreme Reach's Non-Disclosure Agreements,
8 and tortiously interfered with Extreme Reach's customer contracts and economic
9 relationships. Defendants' business acts and practices violate California laws.

10 82. Defendants' business acts and practices are unfair and violate
11 the UCL because Defendants' acts are illegal and impair fair and honest
12 competition and otherwise significantly harm competition in the market for
13 Extreme Reach's services.

14 83. Defendants have used and may continue to use Extreme
15 Reach's trade secrets and confidential and proprietary business information unless
16 enjoined by this Court.

17 84. By reason of the alleged acts and conduct of Defendants,
18 Extreme Reach has suffered and will imminently suffer further harm, including the
19 loss of proprietary information and competitive position, the amount of which will
20 be difficult to ascertain. Extreme Reach will be without an adequate remedy at law.
21 Extreme Reach is entitled to preliminary and permanent injunctive relief.

22
23 **PRAYER FOR RELIEF**

24 Extreme Reach prays for judgment against Defendants as follows:

25 1. For temporary, preliminary, and permanent injunction relief, enjoining
26 and restraining Defendants from the wrongful acts and conducts set forth above,
27 including an order that:

28 (a) SpotGenie Partners, LLC, Robert Porter, Gregory Stirling, and

1 Douglas Williamson are hereby enjoined from any further use or disclosure of
2 Extreme Reach's confidential information or trade secrets, including but not limited
3 to any information contained in Extreme Reach's "Customer List." For purposes of
4 this Order, Extreme Reach's "Customer List" includes information regarding the
5 customer identities of Extreme Reach's customers, the identities of contact persons
6 at those customers, and information regarding the rates customers were offered by
7 Extreme Reach or paid to Extreme Reach, and specifically includes the following:
8 sales reports, sales prospect reports, revenue reports, rate cards, and any reports
9 derived from any Extreme Reach database containing customer rate and/or contact
10 information;

11 (b) Robert Porter, Gregory Stirling, and Douglas Williamson (the
12 "Sales Managers") are hereby enjoined from soliciting any of the Extreme Reach
13 customers identified in any portion of Extreme Reach's Customer List accessed by
14 any of them during the last week of their employment with Extreme Reach, and
15 SpotGenie Partners, LLC, is hereby enjoined from soliciting those customers to the
16 extent it received any of Extreme Reach's confidential information regarding those
17 customers (including but not limited to information regarding their identities, the
18 identities of contact persons at those customers, and information regarding the rates
19 they were offered by Extreme Reach or paid to Extreme Reach) from the Sales
20 Managers;

21 (c) SpotGenie Partners, LLC, is hereby enjoined from performing
22 services for any customers it has already solicited, or that it solicits after the date of
23 this Order, after it received any of Extreme Reach's confidential information
24 regarding those customers (including but not limited to information regarding their
25 identities, the identities of contacts at those customers, and information regarding
26 the rates they were offered by Extreme Reach or paid to Extreme Reach) from the
27 Sales Managers.

28 (d) SpotGenie Partners, LLC, Robert Porter, Gregory Stirling, and

1 Douglas Williamson are hereby enjoined from any further solicitation of Extreme
2 Reach's employees.

3 2. For an award of restitution, unjust enrichment, compensatory damages,
4 and consequential damages according to proof at trial;

5 3. For treble damages according to proof at trial;

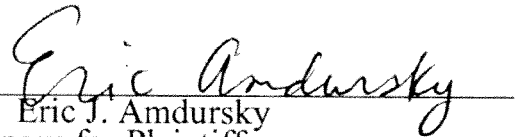
6 4. For punitive damages according to proof at trial;

7 5. For attorney fees and costs of suit herein incurred; and

8 6. For such other, further, and/or different relief as the Court may deem
9 just and proper.

10 Dated: October 11, 2013.

ERIC J. AMDURSKY
RYAN RUTLEDGE
KELLY S. WOOD
O'MELVENY & MYERS LLP

13
14 By: 
Eric J. Amdursky
Attorneys for Plaintiff
Extreme Reach, Inc.

DEMAND FOR JURY TRIAL

Plaintiff Extreme Reach, Inc. hereby demands trial by jury on each of its claims for relief that are triable before a jury.

Dated: October 11, 2013.

ERIC J. AMDURSKY
RYAN RUTLEDGE
KELLY S. WOOD
O'MELVENY & MYERS LLP

By: Eric Amdursky
Eric J. Amdursky
Attorneys for Plaintiff
Extreme Reach, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Consuelo B. Marshall and the assigned Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

2:13-cv-07563 CBM-JCGx

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

October 11, 2013

Date

By SBOURGEOIS

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

EXTREME REACH, INC.

Plaintiff(s)

v.

SPOTGENIE PARTNERS, LLC, ROBERT PORTER,
GREGORY STIRLING, and DOUGLAS
WILLIAMSON,

Defendant(s)

Civil Action No.

CV13-7563 CBM-JCGx

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* SPOTGENIE PARTNERS, LLC, 345 Peachtree Hills Avenue, Suite 400, Atlanta, Georgia 30305; ROBERT PORTER, 8389 Sedan Avenue, Canoga Park, California 91304; GREG STIRLING, 322 Allendale Road, #106, Pasadena, California 91106; and DOUGLAS WILLIAMSON, 1427 Barrington Way, Glendale, California 91206.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

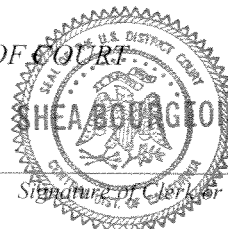
Eric J. Amdursky
O'Melveny & Myers LLP
2765 Sand Hill Road, Menlo Park, CA 94025-7019

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

OCT 11 2013

Date:

CLERK OF COURT



Signature of Clerk or Deputy Clerk

1184

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)
EXTREME REACH, INC.

DEFENDANTS (Check box if you are representing yourself ☐)
SPOTGENIE PARTNERS, LLC, ROBERT PORTER, GREGORY STIRLING, and DOUGLAS WILLIAMSON

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)
O'MELVENY & MYERS LLP
2765 Sand Hill Road, Menlo Park, California 94025-7019
Telephone: (650) 473-2600
Eric J. Amdursky

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
☐ 3. Federal Question (U.S. Government Not a Party)
☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | | | |
|---|---------------------------------------|---|---|---------------------------------------|---------------------------------------|
| Citizen of This State | PTF <input type="checkbox"/> 1 | DEF <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding
☐ 2. Removed from State Court
☐ 3. Remanded from Appellate Court
☐ 4. Reinstated or Reopened
☐ 5. Transferred from Another District (Specify)
☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C. § 1332; Misappropriation of Trade Secrets; Breach of Non-Disclosure Agreements; Tortious Interference with Non-Disclosure Agreements; Tortious Interference with Prospective Economic Advantage; Unfair Competition.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL PROPERTY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV13-7563

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF? <small>Then check the box below for the county in which the majority of DEFENDANTS reside.</small>	A DEFENDANT? <small>Then check the box below for the county in which the majority of PLAINTIFFS reside.</small>	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C.2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	WESTERN DIVISION

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):

Eric Anderson

DATE: October 11, 2013.

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))